labeled ''soft on crime.'' But, last year, the Nebraska legislature passed a moratorium initiative, unfortunately, it was only to be vetoed later by the governor. But Governor Ryan—a Republican Governor and the Illinois chair of Republican Presidential hopeful George W. Bush's campaign—has decided he will lead the people of Illinois to expecting more from their criminal justice system. He has decided to hold out for what should be the minimum standard of any system of justice: that we do all that we can not to execute an innocent person.

As a result of the Governor's action, Illinois is the first of the 38 States with the death penalty to halt all executions while it reviews the death penalty procedure. But the problems of inadequate representation, lack of access to DNA testing, police misconduct, racial bias and even simple errors are not unique to Illinois. These are problems that have plagued the administration of capital punishment around the country since the reinstatement of capital punishment almost a quarter century ago. I hope the Federal government and the other 37 States with capital punishment follow the wisdom of Illinois and halt executions until they, too, review their administration of the death penalty. At the Federal level, I call on the President and the Attorney General to suspend executions until the Federal government reviews the administration of the Federal death penalty.

Are we certain that the Federal death penalty is being applied in a fair, just and unbiased manner? Are we certain that the Federal death penalty is sought against defendants free of even a hint of racial bias? Are we certain that the Federal death penalty is sought evenly from U.S. Attorney district to U.S. Attorney district across the Nation? I don't think we have a clear answer to these questions. Yet, these are questions, literally, of life or death.

There isn't room for even a simple mistake when it comes to the ultimate punishment, the death penalty. For a nation that holds itself to principles of justice, equality and due process, the Federal government should not be in the business of punishing by killing. As Governor Ryan's spokesperson aptly noted, ''It's really not about politics. How could anyone be opposed to this when the system is so clearly flawed?''

Let us not let one more innocent person be condemned to die. Let us demand reform.

In a moment, I intend to offer an amendment to the bankruptcy bill. I suggest the absence of a quorum.

The PRESIDING OFFICER. The clerk will call the roll.

The legislative clerk proceeded to call the roll.

Mr. FEINGOLD. Madam President, I ask unanimous consent that the order for the quorum call be rescinded.

The PRESIDING OFFICER. Without objection, it is so ordered.

BANKRUPTCY REFORM ACT OF 1999—Continued

Mr. FEINGOLD. Madam President, I ask unanimous consent that the pending Wellstone amendment be set aside so I may offer an amendment.

The PRESIDING OFFICER. Without objection, it is so ordered.

AMENDMENT NO. 2747

(Purpose: To make an amendment with respect to consumer credit transactions)

Mr. FEINGOLD. Mr. President, I send an amendment to the desk and ask for its immediate consideration.

The PRESIDING OFFICER. The clerk will report.

The legislative clerk read as follows:

The Senator from Wisconsin [Mr. FEINGOLD] proposes an amendment numbered 2747.

Mr. FEINGOLD. Mr. President, I ask unanimous consent that reading of the amendment be dispensed with.

The PRESIDING OFFICER. Without objection, it is so ordered.

The amendment is as follows:

At the appropriate place in title XI, insert the following:

SEC. 11 . CONSUMER CREDIT TRANSACTIONS.

(a) DEFINITION.—Section 1 of title 9, United States Code, is amended—

(1) in the section heading, by striking ''**and 'commerce' defined**'' and inserting ''**, 'commerce', 'consumer credit transaction', and 'consumer credit contract' defined**''; and

(2) by inserting before the period at the end the following: ''; 'consumer credit transaction', as herein defined, means the right granted to a natural person to incur debt and defer its payment, where the credit is intended primarily for personal, family, or household purposes; and 'consumer credit contract', as herein defined, means any contract between the parties to a consumer credit transaction.''.

(b) AGREEMENTS TO ARBITRATE.—Section 2 of title 9, United States Code, is amended by adding at the end the following: ''Notwithstanding the preceding sentence, a written provision in any consumer credit contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of the contract, or the refusal to perform the whole or any part thereof, shall not be valid or enforceable. Nothing in this section shall prohibit the enforcement of any written agreement to settle by arbitration a controversy arising out of a consumer credit contract, if such written agreement has been entered into by the parties to the consumer credit contract after the controversy has arisen.''.

Mr. FEINGOLD. Madam President, I rise today to introduce an amendment to the bankruptcy reform bill that will protect and preserve the American consumers' right to take their disputes with creditors to court. There is a troubling trend among credit card companies and consumer credit lenders of requiring customers to use binding arbitration when a dispute arises. Under this system, the consumer is barred from taking a dispute to court, even a small claims court.

While arbitration can certainly be an efficient tool to settle claims, it is credible and effective only when customers and consumers enter into it knowingly, intelligently, and voluntarily. Unfortunately, that is not what is happening in the credit card and consumer credit lending business. One of the most fundamental principles of our civil justice system is each American's right to take a dispute to court. In fact, each of us has a right in civil and criminal cases to a trial by jury. A right to a jury trial in criminal cases is contained in the sixth amendment to the Constitution. The right to a jury trial in a civil case is contained in the seventh amendment, which provides, ''In suits at common law where the value and controversy shall exceed $20, the right of trial by jury shall be preserved.''

It has been argued that Americans are overusing the courts. Court dockets across the country are said to be congested with civil cases. In response to these concerns, various ways to resolve disputes, other than taking a dispute to court, have been developed. Alternatives to litigating in a court of law are collectively known as ''alternative dispute resolution,'' or ADR. Alternative dispute resolution includes mediation and arbitration. Mediation and arbitration can resolve disputes in an efficient manner because the parties can have their cases heard well before they would have received a trial date in a court. Mediation is conducted by a neutral third party, the mediator, who meets with the opposing parties to help them find a mutually satisfactory solution. Unlike a judge in a courtroom, the mediator has no independent power to impose a solution. No formal rules of evidence or procedure control mediation. The mediator and the parties mutually agree on how to proceed.

In contrast, arbitration involves one or more third parties—an arbitrator or arbitration panel. Unlike mediation but similar to a court proceeding, the arbitrator issues a decision after reviewing the merits of the case as presented by all parties. Arbitration uses rules of evidence and procedure, although it may use rules that are simpler or more flexible than the evidentiary and procedural rules that a party would follow or be subjected to in a court proceeding. And arbitration can be either binding or nonbinding.

Nonbinding arbitration means the decision issued by the arbitrator or arbitration panel takes effect only if the parties agree to it after they know what the decision is.

In binding arbitration, parties agree in advance to accept and abide by the decision, whatever it is. In addition, there is a practice of inserting arbitration clauses in contracts to require arbitration as the forum to resolve disputes before a dispute has even arisen.

Now, this is called mandatory arbitration. This means that if there is a dispute, the complaining party cannot file suit in court, and instead is required to pursue arbitration. It is binding, mandatory arbitration, and it therefore means that under the contract the parties must use arbitration